BILL NO. S-86-05-14

SPECIAL ORDINANCE NO. S-84-86

AN ORDINANCE approving the Contract for Improvement Resolution #6037-86, Curbs and Sidewalks, Pontiac Place 1986, by the City of Fort Wayne, Indiana, by and through its Board of Public Works and Safety and Gaines Construction Company.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The annexed Contract for Improvement Res. #6037-86, Curbs and Sidewalks, Pontiac Place 1986, by the City of Fort Wayne, by and through its Board of Public Works and Safety and Gaines Construction Company, is hereby ratified, and affirmed and approved in all respects. The work under said Contract requires:

> replacing curbs and sidewalks on Alexander Street from Colerick to Oxford. This area is also known as Pontiac Place '86;

the Contract price is Sixty-Nine Thousand Nine Hundred Fifty and No/100 Dollars ($69,950.00).

SECTION 2. Prior Approval was requested from Common Council with respect to this Contract on May 13, 1986. Two (2) copies of the Contract attached hereto are on file with the City Clerk, and are available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Thomas C. Henry
Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Henry, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____.M.,E.

DATE: 5-13-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
HENRY	✓				
REDD	✓				
SCHMIDT	✓				
STIER	✓				
TALARICO	✓				

DATE: 5-27-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE (~~RESOLUTION~~) NO. S-84-86 on the 27th day of May, 19 86,

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of May, 19 86, at the hour of 11:30 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29 day of May, 19 86, at the hour of 3:30 o'clock P.M.,E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

INVITATION FOR BIDS/AWARD OF CONTRACT*
(Federally-Assisted Construction)

PROJECT: PONTIAC PLACE'86 RESOLUTION # 6037-86

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Check if contained	Pages	
X	1	Cover Sheet
X	I1 - I11	Instruction to Bidders
X	S1	Schedule
X		Schedule of Items (Itemized Proposal)
X	GP1 - GP17	General Provisions
X	GPA1 - GPA6	Federal Labor Standards Provisions
X		Special Conditions
X		Plans and Specifications
		Drawings
X		Improvement Resolution
X		Notice to Bidders

ATTACHMENTS

X		Certification of Non-Segregated Facilities
X		Non-Collusion Affidavit
X		Bidder's Bond
X		Performance Bond
X		Sworn Experience Questionnaire
X		Plan and Equipment Questionnaire
X		Contractor Financial Statement 96-A
X		Certificate in Lieu of Financial Statement
X		Prevailing Wage Scale - State of Indiana
X		Federal Wage Scale
X		Payment Bond
X		Warranty Bond
X	Barricade	Information & Anti-Apartheid Certificatio

Discount for Prompt Payment (See General Provisions Clause)	10 Calendar Days	20 Calendar Days	30 Calendar Days	Ot
	___%	___%	___%	

Acknowledgement of Amendments	Amendment No.	Date	Amendment No.	Dat

****

BID SUBMITTED

Contractor GAINES

By Henry Gaines
Henry Gaines

Its President

Offer Date April 2 1986

Compliance: J. Adams

Bidder agrees to keep bid open for acceptance for ____ days (90 days unless otherwise specified.)

ACCEPTANCE OF BID/AWARD OF CONTRACT

City of Fort Wayne
Board of Public Works

David J. Kiel

Peter R. Simon

J. D. Consalvo

City of Fort Wayne
Mayor

[signature]
4/9/86

O.C. 12/84

INSTRUCTIONS TO BIDDERS
Board of Public Works and Safety
City of Fort Wayne, Indiana

MARCH 14th, 19 86

Federally-Assisted Construction

1. Submission of Bids. Sealed bids will be received by The Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9:00 o'clock A.M. on the 2nd day of APRIL, 19 86, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

RESOLUTION NO. 6037-86 PONTIAC PLACE'86

To improve by replacing Curbs & Sidewalks on:

1) Alexander Street From Colerick to Oxford (Base Bid)

2) Abbott Street From 3000 Block to Oxford (Spot Sidewalk Replacement) Alternate I

2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box ☐ beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "X". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

(a) The Contractor's record of integrity.

(b) The Contractor's experience and past performance record in construction work.

(c) The Contractor's financial status.

(d) The Contractor's capability to perform the project.

(e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.

(f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.

(g) The bidder's record in MBE/WBE compliance.

(h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

☐ 8. Prequalification - In addition to being timely, responsive, and responsible, a bidder must also be prequalified by the State Department of Highways in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of FIVE percent (5 %) of the aggregate amount of the bid, but in no case less than $100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of ____ percent (__%) of the aggregate bid or proposal, but in no case less than $100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract: Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement. Each bidder will submit with and as part of its bid the following documents under oath and on forms prescribed by the State Board of Accounts, or shall have the following forms on file with The Board which shall not be less than one year old.

(a) Experience Questionnaire.
(b) Plan and Equipment Questionnaire, and
(c) Contractor's Financial Statement (Form 96-A) or Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

(a) Certification of Non-Segregated Facilities
(b) Non-Collusion Affidavit
☐ (c) Prequalification Statement
(d)
(e)

12. Brand Name or Equal-Specified Materials or Equal. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of The Board, determines that they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of The Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. MBE The undersigned firm certifies that it is an MBE/~~WBE~~ Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership 100%.

For WBE specify percentage of women ownership _____%.

B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____(cross out inapplicable provision) is a joint venture partner.

The ~~MBE~~/WBE firm (cross out inapplicable provision) shall have 2 % participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/~~WBE~~ firm 100 % (cross out inapplicable provision).

C. The undersigned commits _____% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1.		
2.		
3.		

D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Catherine Backus Hanna		Trucking
2.		
3.		

E. (Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met)

1. My Company cannot meet the participation goals for the following reasons: _____

_____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

_____

_____

(attach additional sheets as necessary)

Contractor Daines Const

By Henry GAINES

Its president

Contractor _____

By _____

Its _____

14. Minority/Female Hourly Employment Requirements. The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board of Works has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least ~~__~~ 17 % of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____
_____
_____
_____.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure: _____

_____

_____

(attach additional sheets if necessary)

Contractor GAINES

By President

Its Harry GAINES

15. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY, EXECUTIVE ORDER 11246.

(Applicable to All Bids on Federally Assisted Procurement Contracts and Subcontracts in Excess of $10,000.00

A. The Offereor's or Bidder's attention is called to the "Equal Opportunity Clause and the "Standard Federal Equal Employment Specifications" set forth herein.

B. The goals and timetable for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all procurement work in the covered area, are as follows:

Time-Tables	Goals for minority participation for each trade	Goals for female participation in trade
	Insert goals for each year	Insert goals for each year
	4.4	6.9

These goals are applicable to all the Contractor's procurement work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs procurement work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the

goals for both its federally involved and nonfederally involved procurement.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

C. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

D. As used in the Notice, and in the contract resulting from this solicitation, the "covered area" is the City of Fort Wayne, County of Allen, State of Indiana.

16. Required Prevailing Wage Schedule Payments - Federally Funded Projects. The contractor must, at a minimum, follow the Federal Labor Standard Provisions and the highest of the following for each position; (a) Federal wage scale, and benefits or (b) the local wage rate and benefits determination.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the appropriate wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

17. Site Orientation. A site orientation (~~will~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ___ day of _____, 19__, commencing at ___ o'clock __.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

18. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form issued by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

19. Additional Bonds. If bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board:

☐ A. Payment Bond. In the amount of payments to be made under the contract.

☒ B. Warranty Bond. In the amount of the contract warranties the contractor performance for a period of three years after the date of the City acceptance.

20. Councilmanic Approval and Ratification of Contract. This Agreement, although executed on behalf of the Owner by the Mayor and The Board shall not be binding upon the Owner unless and until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. If the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

21. Method of Contract Award. The contract resulting from this IFB will be awarded:

☒ A. On an all or none basis.

☐ B. As follows _____

_____

_____

_____

_____

Bond No. SBA-12207933

Performance and Payment Bond

KNOW ALL MEN BY THESE PRESENTS: that

Gaines Construction Company, Inc.
217 West Washington Road
Ft. Wayne, Indiana 46825

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor and,

Indiana Lumbermens Mutual Insurance Company
7366 N. Lincoln Avenue, Suite 300
Lincolnwood, Illinois 60646

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

The City of Ft. Wayne
One Main Street
Ft. Wayne, Indiana 46802

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of

Sixty-nine thousand nine hundred fifty and no/100---------- Dollars ($ 69,950.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated 19 , entered into a contract with Owner for

Pontiac Place 86 - Res No. 6037-86
Replacing curbs, sidewalks, and approaches

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if the Principal shall promptly and faithfully perform said Contract and make payment to all claimants, as hereinafter defined, for all labor and material used in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

A) Whenever Contractor shall be, and declared by owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall either
   1) Complete the Contract in accordance with its terms and conditions; or
   2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof, subject to the limitations in Paragraph D.
   3) The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

B) 1) A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2) The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

C) No suit or action shall be commenced hereunder by any claimant,

1) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to the following: the Principal, the Owner, and the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2) After the expiration of one (1) year following the date on which the Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

D) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 21st day of April 19 86

Daniel P. Dail
(Witness)

Gaines Construction Company, Inc.
(Principal) (Seal)
Henry Gaines
Pres
(Title)

Francine Savell
(Witness)

Indiana Lumbermens Mutual Insurance Company
(Surety) (Seal)
Ila Delman
Ila Delman (Title) Attorney-in-Fact

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of GAINES INC, does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of GAINES, that WE does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 2 day of April, 1986

Henry Gaines Jr.
(Name of Bidder/Vendor)

Henry Gaines SR. President
(Name and Title of Person Signing)

BOND NO. SBA 12206618

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we Gaines Construction Company, Inc.

as PRINCIPAL, (hereinafter called the Principal), and Indiana Lumbermens Mutual Insurance Co., a corporation duly organized under the State of Indiana and authorized to transact a general surety business in the State of Ind. as SURETY, (hereinafter called the Surety), are held firmly bound unto:

City of Fort Wayne, Indiana

as OBLIGEE, (hereinafter called the Obligee), in the sum equal to 10 % of the accompanying bid of the Principal, not, however, in excess of Nine Thousand & no/100***** dollars, ($ 9,000.00****), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit to the Obligee a proposal or bid, dated on or about the date mentioned below, for: (1) the performance of the designated work, or (2) the furnishing of the specified goods, supplies or products, to-wit:

Job# 6037-36
Replacing Curbs, Sidewalks & Approaches at Alexander, Abbot St.& Pontiac Plac

NOW, THEREFORE, if the Principal shall not legally withdraw said bid within or at the times permitted therefor, but shall duly make and enter into a written contract with the Obligee, in accordance with the terms of said proposal or bid, or any amendment thereof acceptable to the Principal, within the time permitted therefor after such contract forms are presented to the Principal for execution, should the Obligee award the Principal the said work or contract, or any part thereof: and if the Principal shall give bond or bonds for the faithful performance thereof, and/or for payment for labor and materials going thereinto, as in the specifications or contracts provided: or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee shall have actually suffered by reason of such failure, not exceeding the penal sum of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

PROVIDED, HOWEVER, that no action shall lie, or claim be enforced hereunder, unless the award on the basis of said bid shall have been made within thirty (30) days after the formal opening of said bid, or within the time specified within the bid provisions, whichever time shall be greater, and unless the Obligee hereunder shall give notice to Surety of said award at the time of notification to the Principal; and unless legal action to enforce any claim hereunder shall have been commenced within six (6) months from the date of the formal opening of said bid.

PROVIDED, always, that this Bond shall not be valid and binding upon the Surety unless accompanied by a Certified Copy of a Power of Attorney authorizing the undersigned Attorney-in-Fact to execute such a bond, the Serial Number upon which Copy of Power of Attorney shall correspond with the Bond Number set out above.

Signed, sealed, and dated this 2nd day of April 19 86

Gaines Construction Company, Inc.

BY _____
Principal

Indiana Lumbermens Mutual Insurance Co.

BY Jerry Bey
Jerry Bey Attorney-in-Fact

SCHEDULE
Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:
RESOLUTION NO. 6037-86 - PONTIAC PLACE'86

All work will be performed in accordance with: Resolution # 6037-86, the IFB, this contract and the applicable plans, specifications, and drawings for a **TOTAL PRICE** of $ ~~84,856.25~~. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within 8/31/86 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☒ **Liquidated Damages Provision.** (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before 8/31/86 days after issuance of the Notice to Proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of $ 250.00 per day for each and every day after 8/31/86 days after issuance of the Notice to Proceed that the project remains uncompleted. The parties agree that the sum of $ 250.00 per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each bidder is required to submit with his bid a fully executed Certificate of Non-Segregated Facilities.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: April 2, 1986 GRIMES Co
(Name of Bidder)

By Henry

President
Title

Official Address (including ZIP code):
24 W. Wash ct Rd

It is the policy of GAINES Const Co INC (Company) that

equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex, or national origin.

In support of this policy GAINES (Company) will not

discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

The GAINES (Company) will take affirmative action

to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

GAINES
(Name of Company)

Henry Daines
(Signature of Company Official)

April 2 1986
(Date)

Version 1: 5/1/85

ITEMIZED PROPOSAL CONTRACTOR:

PROJ PONTIAC PLACE'86 BASE BID
ALEXANDER ST.-COLERICK TO OXFORD

RES. NO: 6037-86

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Concrete Removal	1728	SY	2.50	4,320.00
2.	Curb Removal	2800	LF	2.00	5600.00
3.	Tree Removal 24"	1	EA	250.00	[illegible]
4.	Tree Removal 36"	2	EA	300.00	600.00
5.	Tree Removal 60"	1	EA	450	[illegible]
6.	Walk 4"	14050	SF	1.65	[illegible]
7.	Type III Curb	2800	LF	8.00	[illegible]
8.	Drive 6"	200	SY	30.00	[illegible]
9.	Alley 8"	85	SY	24.00	[illegible]
10.	Asphalt Patching	2800	LF	.10	280.00
11.	Wingwalk 6"	900	SF	2.25	2,025.00
12.	Bank Run Gravel	200	TON	4.00	[illegible]
13.	Top Soil	125	TON	.10	12.50
14.	Seed Fertilizer & Mulch	1245	SY	2.00	2,490.00
15.	Remove & Replace I-C C.B.	1	EA	1500.00	1500.00

CORRECT TOTAL 69,950.00

TOTAL: 70,692.50

Note: Contractor will be paid on measured quantities only at unit price bid

version 1: 5/1/85

ITEMIZED PROPOSAL

PROJ PONTIAC PLACE'86 ALTERNATE I
ABBOTT ST.-MANFORD TO DREXEL

CONTRACTOR:

ITEM NO.	ITEM	QUANTITY	UNIT	RES. NO: 6037-86 UNIT COST	AMOUNT
1.	Concrete Removal	898	SY	3.50 ($)	2245 ($)
2.	Walk 4"	6735	SF	.165	1,112.75
3.	Drive 6"	150	SY	20.00	3,000
4.	Top Soil	100	TON	.10	10.00
5.	Seed, Mulch & Fert.	598	SY	2.00	1196

.00 *
2,245.00
1,112.75
3,000.00
10.00
1,196.00

17,563.75

CORRECT TOTAL 17,563.75

TOTAL: 18,203.75

Sheet 2 of 2

Note: Contractor will be paid on measured quantities only at unit price bid

BID TAB DATE: 4-4-86

PROJ PONTIAC PLACE'86 ALTERNATE I
ABBOTT ST.-MANFORD TO DREXEL

RES. NO: 6037-86

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)	BIDDER: GAINES CONST. UNIT COST ($)	AMOUNT ($)	BIDDER: TOMCO CONST. UNIT COST ($)	AMOUNT ($)	BIDDER: MERDY CONST. UNIT COST ($)	AMOUNT ($)	BIDDER: HIPSKIND CONC. UNIT COST ($)	AMOUNT ($)	BIDDER: RIETH-RILEY UNIT COST ($)	AMOUNT ($)
1.	Concrete Removal	898	SY	2.60	2334.80	2.50	2245.00	4.00	3592.00	6.00	5388.00	3.25	2918.50	4.30	3861.40
2.	Walk 4"	6735	SF	1.60	10776.00	1.65	11112.75	1.80	12123.00	1.70	11449.50	1.68	11314.80	1.95	13133.25
3.	Drive 6"	150	SY	16.00	2400.00	20.00	3000.00	20.00	3000.00	18.00	2700.00	19.50	2925.00	20.00	3000.00
4.	Top Soil	100	TON	6.00	600.00	0.10	10.00	8.00	800.00	12.00	1200.00	7.00	700.00	13.00	1300.00
5.	Seed, Mulch & Fert.	598	SY	0.50	299.00	2.00	1196.00	0.60	358.80	0.75	448.50	1.00	598.00	1.00	598.00
					0.00		0.00		0.00		0.00		0.00		0.00
					0.00		0.00		0.00		0.00		0.00		0.00
					0.00		0.00		0.00		0.00		0.00		0.00
					0.00		0.00		0.00		0.00		0.00		0.00
					0.00		0.00		0.00		0.00		0.00		0.00
					0.00		0.00		0.00		0.00		0.00		0.00
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					0.00		0.00		0.00		0.00		0.00		0.00
					0.00		0.00		0.00		0.00		0.00		0.00
					0.00		0.00		0.00		0.00		0.00		0.00
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					0.00		0.00		0.00		0.00		0.00		0.00
					0.00		0.00		0.00		0.00		0.00		0.00
					0.00		0.00		0.00		0.00		0.00		0.00
				TOTAL:	$16,409.80	TOTAL:	$17,563.75	TOTAL:	$19,873.80	TOTAL:	$21,186.00	TOTAL:	$18,456.30	TOTAL:	$21,892.65
						% over	6.57%	% over	17.43%	% over	22.54%	% over	11.09%	% over	25.04%
						% under	0.00%	% under	0.00%	% under	0.00%	% under	0.00%	% under	0.00%

Admn. Appr. _____

TITLE OF ORDINANCE Improvement Res. 6037-1986, curb & Sidewalks, Pontiac Place 1986

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE Improvement Res. 6037-86, Curb & Sidewalk, Pontiac Place 1986, is for replacing curbs and sidewalks on Alexander Street from Colerick to Oxford. This area also known as Pontiac Place '86. Gaines Construction Company, is the Contractor.

S-86-05-14

PRIOR APPROVAL REQUESTED
~~5/13/86~~

EFFECT OF PASSAGE Improvement by replacing curbs and sidewalks at above location.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $69,950.00

ASSIGNED TO COMMITTEE _____

BILL NO. S-86-05-14

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving the Contract for Improvement Resolution #6037-86, Curbs and Sidewalks, Pontiac Place 1986, by the City of Fort Wayne, Indiana, by and through its Board of Public Works and Safety and Gaines Construction Company

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

YES		NO
Thomas C. Henry	THOMAS C. HENRY CHAIRMAN	
	DONALD J. SCHMIDT VICE CHAIRMAN	
Mark E. GiaQuinta	MARK E. GiaQUINTA	
Paul M. Burns	PAUL M. BURNS	
Charles B. Redd	CHARLES B. REDD	

CONCURRED IN 5-27-86

SANDRA E. KENNEDY
CITY CLERK